

EXHIBIT A

JOINT TRADE COMMITTEE OF THE PAINTING AND DECORATING
INDUSTRY

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In the Matter of Arbitration between:

District Council No. 9, Affiliated with International Union
Of Allied Painters and Allied Trades, AFL-CIO,

**DECISION OF THE
JOINT TRADE
COMMITTEE**

Union

-against-

A Plus Painting Inc. a/k/a A Plus Painting & Construction,

Employer.
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Pursuant to Article XIII of the Trade Agreement (the "Agreement") between District Council No. 9, International Union Of Allied Painters and Allied Trades, AFL-CIO ("DC 9" or the "Union") and the Association of Master Painters and Decorators of New York, Inc. (the "Association") and the above captioned Employer, A Plus Painting Inc. a/k/a A Plus Painting & Construction ("A Plus" or the "Employer"), the following constitutes the Decision of the Joint Trade Committee of the Painting and Decorating Industry:

DC 9 served a Notice of Intention to Arbitrate, dated February 19, 2020 pursuant to Article XIII of the Agreement charging the Employer with discrimination against a job steward, in violation of Article XIII Section 11 Violation 5 and Article IX Section 1(a) of the Agreement.

By letter dated July 21, 2020, A Plus was notified that the hearing was re-scheduled for September 3, 2020 at 10:00 A.M..¹ The hearing was duly held on September 3, 2020 at 10:00 A.M. via teleconference.

The following individuals were in attendance at the hearing:

Joint Trade Committee:

John Drew-Union Representative
Bruce Ruinsky- Association Representative
Lauren M. Kugielska-Attorney, Joint Trade Committee

¹ The hearing for the charge was originally scheduled for March 19, 2020, pursuant to a Notice of Intention to Arbitrate, dated February 19, 2020, and subsequently canceled due to COVID-19. The Employer was notified of the hearing's cancellation.

Claimant Representatives:

Ernie Castellana, Business Agent

Employer Representative:

No appearance.

Contentions of the Parties:

Mr. Castellana reported that on January 4, 2020, he visited a jobsite located at 1520 Forest Avenue, Staten Island, New York and observed three (3) Union members performing work covered under the Agreement, and no job steward present on the job. Mr. Castellana reported that the Union confirmed that the previously appointed job steward, Lulezim Shehaj, was not asked to work.

Final Decision and Award:

Thereafter, the Committee deliberated and found the Employer A Plus guilty for discrimination against a job steward, in violation of Article XIII Section 11 Violation 5 and Article IX Section 1(a) of the Agreement, and directed the Employer to pay \$451.50 in wages; and \$291.90 in benefits on behalf of member Lulezim Shehaj.

Payments shall be made within ten (10) days from the date of receipt of this Decision directly to Barnes, Iaccarino & Shepherd LLP at 258 Saw Mill River Road, Elmsford, New York 10523, Attn: Lauren M. Kugielska, Esq., as follows:

Payment in the amount of \$291.90 shall be made payable to the "PIIAF;" and

Payment in the amount of \$451.50 shall be made payable to "Lulezim Shehaj."

This document may be signed in counterparts.

Board of Trustees:

Bruce Ruinsky

Bruce Ruinsky, Employer Trustee

John Drew
John Drew, Union Trustee

Subscribed and sworn to before me severally this

20th
day of September 2020

Laura Tutino
Notary Public

LAURA TUTINO
Notary Public - State of New York
No. 01TU6325924
Qualified in Bronx County
My Commission Expires June 8, 2023

1 A Plus Printing Inc.

Violation Alleged: Discrimination Against a Job Steward -
Article XIII Sec 11 Violation 5 + Article IX Section 4(a)

Decision and Award: Guilty Wages: \$451.50
Benefits: \$291.70

Date: September 30, 2020